

REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Date Advertised: **April 27, 2006**

RFP Title: **Solid Waste Division Waste Reduction & Recycling
Education Program for Grades 1-12**

Requesting Dept./ Div.: **King County Department of Natural Resources & Parks –
Solid Waste Division**

RFP Number: **121-06CMB**

Due Date: **May 18, 2006 – no later than 2:00 P.M.**

Buyer: **Cathy M. Betts cathy.betts@metrokc.gov, (206) 263-4267**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Tuesday, May 9, 2006**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax
Prime Proposer SEDB Certification number (if applicable - see Section II, Part 9 of this RFP)		
Sub-Consultants SEDB Certification numbers (if applicable)		

This Request for Qualifications will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding a *Waste Reduction & Recycling Education Program for Grades 1-12* for the *King County Department of Natural Resources & Parks – Solid Waste Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, May 9, 2006, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

<http://metrokc.gov/procurement/contact/findus.aspx>.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Tuesday, May 9, 2006 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via email to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Natural Resources & Parks, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP *as issued* by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Natural Resources & Parks,

and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action

within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 – PURPOSE

The purpose of this RFP is to identify a qualified consultant or team of consultants to assist the King County Solid Waste Division (SWD) in the implementation of a School Waste Reduction and Recycling (WR/R) Education Program for grades 1-12. The goal of the program is to raise awareness of WR/R among students, motivate them to choose WR/R as a preferred method for managing the waste they create, communicate the concept of sustainability, and engender a sense of responsibility or stewardship for the environment.

The County may elect to extend the contract with the selected consultant in one-year increments for up to two additional years. Contract extension would be in accordance with the County's best interest and at the sole option of the County.

PART 2 - BACKGROUND

The SWD is part of the King County Department of Natural Resources and Parks (DNRP). The Department's mission is to enhance the quality of life by protecting water and land resources and safely disposing and reusing wastewater and solid waste. The department's overall vision is to work with King County residents to sustain a livable, clean, and healthy environment for current and future generations.

Public education is an important means of realizing the Department's mission and vision, and the Solid Waste Division has a variety of programs, including the school education program, that provide information, education, and assistance to solid waste generators on reducing and recycling waste and conserving resources. Over the years the SWD has developed and implemented programs for elementary, middle, and high school students. These programs have used a variety of methods to increase knowledge and awareness of recycling and to encourage the practices of rethinking, reusing and reducing when it comes to the generation and disposal of waste.

Within the WRR Grades 1-12 School Program there are two general target groups: elementary and secondary students. For elementary school audiences, the program provides an all-school assembly show with three follow-up classroom workshops available to each school receiving the assembly. For secondary school students, a variety of classroom workshops are offered and are tailored to either the middle or high school level. Assistance is available to all grades for forming a Green Team to conduct a classroom or school environmental project. The program also develops resource materials for teachers, such as the assembly discussion guide and online activity sheets.

The goals of the WRR Grades 1-12 School Program include:

- Providing information to students in grades 1-12 so they can make informed choices about conserving resources and managing the wastes they produce at home and at school.
- Engendering a sense of responsibility or stewardship for the environment and encourage students to individually and in groups take actions that benefit the environment.
- Providing teachers with useful and easy-to-use classroom materials that teach about WR/R and the environment.
- Motivating schools to establish or improve recycling programs as well as adopt other resource conservation practices. Such schools would be referred to the county's School Recycling Assistance Program or the county's Green Schools Program.
- Making connections, thematically and programmatically, between WR/R and other messages advocated by DNRP, such as water quality, resource conservation and habitat.

In addition to delivering the program, the consultant will maintain a database of program information, evaluate effectiveness of program elements and determine a set of recommendations for improvement for the following school year.

A description of the King County WRR Grades 1-12 School Program can be viewed at <http://www.metrokc.gov/dnrp/swd/education/index.asp>.

PART 3 - SCOPE OF WORK

The selected consultant will deliver the following components of the program. Items A-2, B-1, and C-4 are particularly suitable for sub-consultant opportunities, though any of the components may be performed by a sub-consultant.

A. For Grades 1-6:

1. A live assembly show on waste reduction and recycling and their effects on natural resources and the environment. The title of the current show is "Earth Smart Adventures: Choices for Our Planet." The Division typically presents an assembly show for three consecutive years in order to reach as many of the nearly 200 King County elementary schools as possible. The 2006-07 school year will be the third year of delivery for the current show. The show, which requires two actors, has two versions, one for early elementary (primary) and one for upper elementary (intermediate), to accommodate the different levels of sophistication. A copy of the script (intermediate version) of the current show is included as an Attachment to this RFP. During the school year the consultant will deliver the assembly to at least 50 schools, with many of them receiving both the primary and intermediate versions. If the contract is extended beyond the first year, the consultant will propose and develop a new assembly show, design and develop accompanying sets and props, revise classroom workshops as necessary to reflect or complement key messages of the new assembly.
2. Classroom workshops on WR/R related topics. The workshops present in greater detail and with a hands-on approach topics that are dealt with in the assembly. Workshops for the 2005-06 school year included *Introduction to Recycling*, *Smart Shopping*, and *Habitat Stewardship* as well as litter topics. Additional workshops are offered for those classrooms or student groups interested in forming a Green Team. A description of the workshops can be viewed at <http://www.metrokc.gov/dnrp/swd/elementaryschool/workshops.asp>. Proposers can offer modifications, additions, or deletions to this list. The strategy has been to schedule three workshops for each school receiving the assembly show. Proposers can suggest alternatives to this strategy as well as alternative workshop topics.
3. Organization of and assistance to student action groups called Green Teams. Formation of Green Teams is encouraged at all schools receiving the assembly and workshops. Typically, the goal is for the consultant to help form 30 new teams per school year. Traditionally, Green Teams that complete two projects are rewarded with specially designed water bottles made from recycled plastic. Proposers may recommend new or additional reward strategies.

B. For Grades 6-12:

1. Classroom workshops. For secondary schools the county currently offers two sets of workshops: Natural Connections (NC) workshops and Waste Busters (WB) workshops, both of which are described at <http://www.metrokc.gov/dnrp/swd/secondaryschool/index.asp>. Both the Natural Connections workshops and the Waste Busters workshops are considered part of the WRR Grades 1-12 School Program and thus part of this RFP.

In the 2005-06 school year, 160-180 Natural Connections workshops spread among 20-40 schools were delivered. For the Waste Busters, 300 workshops were delivered to middle schools and 30 to high schools. Because the NC and WB workshops are both part of this RFP, separate delivery targets will not be established. Rather, an overall goal will be determined. Proposers should consider the budget and past delivery numbers in presenting this section of their proposal.

Proposers are invited to suggest changes to the slate of NC and WB workshops described at <http://www.metrokc.gov/dnrp/swd/secondaryschool/index.asp> in terms of quantity, content, or both. The county is particularly interested in developing new workshops on the topics of environmental ethics and product stewardship. Other ideas from proposers are welcome. The intent is to stay current with emerging issues in the area of resource conservation.

In recommending changes to this program component, proposers should also be aware that the NC and Waste Busters workshops will be considered as a unified set of workshops, making the two separate names unnecessary.

2. Project assistance. Fewer classroom projects are done at the secondary level compared to the elementary level. However, to accommodate the limited number of requests from teachers, the program should allow for a maximum of ten projects. Examples of the kinds of Green Team projects for secondary students are described in the Green Team brochure at <http://www.metrokc.gov/dnrp/swd/secondaryschool/documents/GreenTeamSecondary.pdf>.

C. For Overall Program:

1. Information and promotional materials, and teacher support materials (activity sheets) for workshops. The consultant creates and distributes materials that promote and support the program, drafts a quarterly newsletter for teachers, and administers a mini-grant program to fund small projects. In addition, activity sheets are distributed to elementary teachers and are also made available on the King County SWD web page at <http://www.metrokc.gov/dnrp/swd/elementaryschool/guides.asp>. Proposers can offer modifications, additions, or deletions to this list. In considering a budget for this task, proposers should be aware that most printing and graphics tasks will be done by the county. Proposers should include a contingency printing/graphics budget that will be used if county services are not available. This contingency fund will apply only to printing and graphic services and will not be transferable to other tasks.
2. Community event support. The consultant provides support in the staffing of selected community events. This typically involves no more than two events per year. An example of community event support is participation in the Sammamish Watershed Festival held each year in May.
3. A database of school information. The consultant will gather and maintain information on schools visited, including school contact person, programs received, and other data. The consultant will enter data into the SWD school database.
4. An evaluation to assess the effectiveness of the program and a report on findings and recommendations. Key elements to cover are increases in knowledge of WR/R among students as a result of the program and teacher satisfaction with the program. This has been done by conducting pre- and post-tests to students receiving the program and through written surveys of teachers.

The selected consultant is expected to coordinate with the County's Green Schools Program and Recycling Assistance Program which offer assistance to schools in improving recycling and other resource conservation practices. This coordination involves meetings on a quarterly basis as well as regular communication via email.

In addition to addressing the components above, the respondents to this RFP are invited to propose additional or substitute elements or strategies that contribute to a comprehensive program that encompasses multiple environmental issues with WR/R at its core or starting point. Of particular interest are strategies that address audience diversity in terms of culture, language and learning styles.

The Division reserves the right to alter or expand the scope of work to accommodate additional school related work during the course of the contract to meet its business needs.

PART 4 - TIME OF PERFORMANCE

A. Time of Performance

It is the County's intent to have the initial contract run from August 1, 2006 through July, 2007.

PART 5 - BUDGET

The budget for this contract is \$265,000. The amount and availability of funds for any subsequent year is dependent on approval of the annual budget by the County Council.

A. Cost-Price Analysis

Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract. To assist in the negotiations, the County will prepare a draft contract for review by the selected firm(s).

As a part of the negotiation process, the Consultant will be requested to submit current cost and pricing data unless the County, in its sole determination, has sufficient information to determine price reasonableness or cost realism. The submittal of cost and pricing data the County may request will consist of support documentation for proposed cost elements which may include but is not limited to audited reports, indirect cost rate information, payroll register records, and billing statements.

The County may request specific details/elements of costs (e.g. overhead, direct labor, other direct costs, and fee) in a fee proposal to be prepared by the Consultant. King County will direct the Consultant as to the appropriate format by which the details/element costs will be presented. Once the fee proposal is approved by King County, it shall be made an attachment to the contract and incorporated therein.

King County Solid Waste Division policy states that Consultants shall not markup sub-consultant costs and Other Direct Costs (ODCs).

PART 6 - PROPOSAL REQUIREMENTS

Proposal length is limited to **seven** pages, printed on both sides (**total of 14 pages of text**) of recycled paper. The cover letter, table of contents, organizational charts, resumes, and appendices are not included in the 14-page limit. Include the items below in the following order:

A. Cover Letter

This letter should be no longer than one page and should identify the contact person.

B. Table of Contents

All pages should be numbered, including resumes and appendices, and listed in a table of contents. Cover letter, table of contents, resumes and appendices are not included in the 14-page limit.

C. Description of Proposed Project Team and Management Approach

Describe the structure of your proposed project team. Include an organizational chart and list the principal officers of the prime consultant and any sub-consultants, the project manager and task leaders. Provide project team resumes as well as one or two paragraphs on each team member that describes responsibilities and experience in terms of their contribution to **this** project. Limit resumes to one page and list professional experience in chronological order with dates included. Include the same information for any proposed subcontractors.

D. Description of Related Experience

1. Describe your organization's experience with waste reduction and recycling (WR/R), composting, buying recycled products, resource conservation, sustainability and other environmental concerns, especially as it relates to the following:
 - Developing and implementing assembly shows
 - Developing and providing classroom workshops to elementary and secondary school students
 - Assisting student action groups
 - Developing teacher support materials for elementary and secondary grades
 - Developing and implementing an evaluation strategy to determine program effectiveness, especially in terms of student learning.

2. Describe your experience working with various aspects of the school community and your familiarity with the Washington state educational system, its structure and requirements, and educational trends as they relate to King County schools.
3. Describe your knowledge and experience related to successful educational strategies for elementary and secondary level students.
4. Describe your team's ability to successfully connect with students of a variety of grades and ability levels and to engage the interest and confidence of teachers in the King County School Program.

Within your description include at least two and up to four relevant projects that your organization has implemented. Provide samples of written or work products for each project. Describe the experience of the prime contractor, the subcontractor and their previous experience working together. Include the name of the client, whether the proposer was the prime or the subcontractor, the total fee, contract completion date, actual completion date, proposer's project manager, and client contact and current telephone number. Provide the number of years or months your organization has been providing services applicable to this RFP.

E. Proposed Scope of Work

Describe your proposed approach to the scope of work, following the sequence of tasks set forth in Part 3 above. Indicate the team leader and members responsible for each task, and include a general timeline for each task and work product. Include any additional or substitute elements or strategies, including any that address demographic diversity in the target audiences for this program.

Describe how you will manage the contract to ensure that the work is performed effectively, on time, and within budget. Include the methods you plan to use to ensure:

1. Participation by schools in workshops as well as Green Teams.
2. Flexibility in delivery of information based on skill level of classroom audience.
3. Effective and appropriate educational support materials.
4. Coordination of the various messages (WR/R, water quality, habitat, resource conservation) promoted by the King County Department of Natural Resources and Parks.
5. Coordination with all King County programs that provide services or materials to schools.

F. Budget

In a matrix format, itemize costs for all aspects of this project. **Clearly indicate which tasks or portions of the project each task member will work on with their respective fully loaded hourly rates. Provide the base salaries for all employees who will work on the project, and indicate overhead and profit.** Identify other direct costs, keeping in mind that photocopies, faxing, general office supplies and B&O tax should be in overhead. Invoicing and other administrative tasks related to the performance of this contract are considered part of overhead.

PART 7 - CONSULTANT SELECTION PROCESS

A. General Approach

Respondents to this RFP will be rated according to the criteria set forth below. The strongest candidates may be asked to provide additional information either at an interview or by other means.

B. Selection Panel

The selection panel will include members of KCSWD and other individuals at the discretion of KCSWD. The panel will rate the applicants and recommend selection for the Solid Waste Division Manager's approval based on the ratings from the written proposals, work samples/references, and any interviews.

C. Estimated Schedule – Some dates are approximate and subject to change.

RFP issued

4/27/06

Pre-proposal meeting, 10 a.m.	5/9/06
Written Questions Due, Close of Business	5/9/06
Addendum Issued, if needed.	5/11/06
Proposals Due	5/18/06
Select and Notify Short List	6/01/06
Interviews (optional)	6/07/06
Final Selection	6/15/06
Begin Contract Negotiation	6/19/06
Final Contract Signed	7/28/06
Begin Project Implementation	8/01/06

D. Evaluation Criteria

1. Written Proposals

Each proposal will be evaluated and given a score based upon the quality of response to each of the following areas:

a. Qualifications and Management Approach - **10 Points**

- Composition of the team, and responsibilities and skills of each team member are appropriate to the scope of work.
- Team has experience working together and has ability to coordinate efficient and effective delivery of work products.
- Team demonstrates ability to deliver a successful project on schedule and within budget.
- Resumes and references of the proposed team, including sub-consultants, will be included here. The SWD may elect to check references for all proposers or for only short-listed proposers. References may be checked by a member of the SWD management who is not on the selection panel. The SWD may also choose not to check references for any proposers, or may contact other references known to the SWD but not listed in the proposals.

b. Relevant Experience - **25 Points**

- Team has:
- Knowledge of waste reduction and recycling (WR/R), composting, buying recycled products, resource conservation, sustainability and other environmental concerns.
- Experience working with various aspects of the school community and familiarity with the Washington state educational system, its structure and requirements, and educational trends as they relate to King County schools.
- Knowledge and experience related to successful educational strategies for elementary and secondary school students.
- Ability to successfully connect with students of a variety of grades and ability levels and to engage the interest and confidence of teachers in the King County School Program.

c. Approach to Scope of Work - **35 Points**

Proposal:

- Demonstrates understanding of program goals.
- Includes measurements of success or effectiveness.
- Considers cognitive ability of target audience as well as state learning standards.
- Provides sound methods for ensuring participation by schools, flexibility in delivery of information based on skill level of classroom audience, effective and appropriate support

materials, coordination with the county's Green Schools Program, and coordination of key messages with other DNRP education programs.

- Demonstrates creativity in proposing new elements or strategies.

d. Proposed Budget - **20 Points**

- Budget shows cost effectiveness and presents elements described in Part 6, F. above.

e. SEDB Certification - **10 Points**

See Part 9 Below.

Total Possible Written Points - 100 Points

E. Interviews

If an award is not made based on the written evaluations alone, interviews may be conducted with the top ranked proposers. Final award would then be based on the total of the points awarded in the written evaluation and oral interview totals.

If interviews are scheduled, they will be worth **50 points** to be distributed among the following criteria:

30 points Creativity in approach to scope of work, particularly in matching program content with cognitive level of students, communicating key messages, and encouraging students and staff to participate in resource conservation actions and practices.

20 points General presentation, ability to respond to questions and appropriateness and thoroughness of response, particularly in specific areas of strategies for program delivery and evaluation.

F. Contract Terms

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the contractor for a correct invoice.

Contract terms will include:

1. General

- a. The Profit rate for Solid Waste Division RES contracts shall not exceed 10%. The same profit rate applies to the consultant and each sub-consultant.
- b. Labor rate adjustments are limited to once a year.
- c. Labor rate adjustments for the following calendar year or made during the course of the following year, are limited to the percentage difference in the Consumer Price Index (CPI) for the local Seattle-Bremerton-Tacoma area, based on All Urban Consumers for the first six months of the current year versus the first six months of the previous year, plus no more than 2%. Exceptions may be granted in rare instances.
- d. All consultants and sub-consultants have the option of using the direct salary and overhead pricing (item 2 below) versus labor category pricing (item 3 below). Small firms (usually defined as fewer than 15 employees) have the additional option of using individual billing rate pricing, as described in item 4 below.

2. Direct Salary and Overhead Pricing

- a. Allowable overhead shall be established at the beginning of the contract. The overhead rate shall not change for the duration of the contract and any extensions thereto. Overhead rates are subject to negotiation and audit.
- b. Individual salary information shall be provided at the beginning of the contract, or whenever a new employee is added to the contract. Salary data are subject to audit and review throughout the contract duration.

- c. Consultant and sub-consultant shall invoice labor based on individual salaries plus overhead (cost) plus profit (percent of cost) method.

3. Labor Category Pricing

- a. Categories shall be developed based on minimum qualifications and responsibilities for each category level. Category rates used in the contract shall approximate the average salaries of individuals within each classification, plus overhead and profit.
- b. Overhead shall be negotiated at the beginning of the contract, unless the consultant or sub-consultant has an established overhead rate under an existing Solid Waste Contract. In such cases, the established overhead rate shall apply.
- c. Salary information for each person who may work on the contract, along with the overhead rate and profit, may be requested to initially establish category rates or to audit established category rates.
- d. The same labor category rates shall apply to all Solid Waste Division contracts held by the firm.
- e. Employees may be granted a raise to a higher category January 1st of each year subject to prior approval by King County. Consultant staff moved between categories shall be assigned work appropriate to that category.

4. Individual Billing Rates

- a. The Individual Billing Rates method is appropriate for small firms with no accounting system in place which identifies direct and indirect costs separately. A firm's approved billing rates for the year will be used that year for all new contracts and all amendments, whether the firm is prime or sub-consultant.
- b. Individual billing rates are negotiated based on market analysis. The firm shall provide information as requested on the qualifications, experience, and salary of the firm's employees to assist in conducting a market analysis of proposed billing rates.

5. Markup

- a. King County Solid Waste Division policy states that Consultants shall not markup Sub consultant costs and Other Direct Costs (ODCs)

PART 8 – ATTACHMENT and REFERENCES

A - [Attachment](#): "Earth Smart Adventures: Choices for Our Planet" script

B - References: Classroom Workshops for Elementary School: A description of workshops is available at <http://www.metrokc.gov/dnrp/swd/elementaryschool/workshops.asp>
Classroom Workshops for Secondary School: A description of workshops is available at <http://www.metrokc.gov/dnrp/swd/secondaryschool/index.asp>

PART 9 – KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at (206) 205-0711.

In the evaluation of proposals, ten points will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SEDB Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SEDB has the management and technical expertise to perform using its own workforce and resources.

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or

representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://metrokc.gov/procurement/forms/eb.aspx>.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

- C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is

equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Three (3) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
 King County	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
Bid No.	RFP 121-06CMB
Bid Title	SWD Waste Reduction & Recycling Education Program for Grades 1-12
Due Date	
Vendor	

Attachment - King County Solid Waste Division
Elementary School Assembly Program
Intermediate-final script

Introduction:

A & T: Hello out there, my name is Terence and I'm Angela and we're here from the King County Solid Waste Division.

T: We're here today to take you on an Earth Smart adventure. We'll look at how much stuff people waste--

A: And learn how to make smart shopping choices.

T: We'll look at what people do with their garbage--

A: And learn how to make less garbage in the first place. Now, before we star the show we have a few small rules and regulations about the show...

(Review rules such as...Sitting down using built in seat cushion...using your ears twice as much as your mouth, having fun...)

(Angela goes back stage and gets into the TV costume while Terence positions himself in front of the TV)

Scene 1: Influence of Advertising

Scene opens with Terence sitting in his TV room. The backdrop is a living room/den with a giant TV screen and lots of media. The room has advertisements all over it for pop-culture things (Nike, celebrities selling something on a poster, an ad for TV, etc).

T: (Switching on the TV set) I'm bored and I don't feel like doing my homework-- guess I'll just watch TV again.

A: (Shows up as a TV commercial. She's inside of the backdrop and opens a Velcro window in the TV set. She sings a jingle while holding up a "Boredom Buster" package with lots of plastic wrap around cardboard. In a John Wayne-ish accent) And now a word from your sponsor...! Are you bored? Then you need the Lickety Split Boredom Buster. It's red and yellow and guaranteed to make your day more fun.

- It's awesome, it's neat, it's a brand new packaged treat!
- Buy three buy four, don't stop there when you can buy more!

T: Cool what does it do?

A: What does it do? Don't worry about details, it'll cure those boredom blues and it comes in the most awesome, insane packaging ever! It's red and right on the back there's a huge picture of Spiderman and...

T: Um, I don't *think* I really need...

A: Did I hear you say *think*? There will be no thinking. Of course you need it! Who wouldn't want one with a package that looks this cool?

T: Yeah, this does look pretty fun. And I was kind of bored-- (Turns to the audience) But I still don't think I need three or four...

A: Hey, what did we say about thinking? Look Kid, of course you need three or four. Look at how high tech the package is—and don't worry, it's disposable for your convenience.

- Don't get left out cause you only own one—JLo has six and she sure is lots of fun.

- Spidey has ten and he's no bore—buying me is a guarantee for your friends to like you more! ((Tosses one out of the TV to Terence)Goes back into TV set and closes it—quick change into wig for next commercial)
- T: (Reconsidering slowly) Hmm, maybe it wouldn't hurt to have three or four. That package is totally cool... I love Spiderman. Yeah, I'm gonna go and buy some more of those. (Turning the channel) I wonder what else is on TV...
- A: (back in TV with a wig on) Hi are you thirsty? Because I know I am. My name is Hillary Stuff— and I really love... stuff. When I'm busy making movies or I'm on stage singing my new hit single "Gotta Gotta Get it", I like to drink Sippy Sips the new one-sip water bottle (holding up a tiny ½ ounce bottle in bright colors). C'mon people, they're sooooo cute.
- T: (Turning to the audience) Wow and sooo tiny.
- A: Each Sippy Sip bottle comes in its own individual fashion color. With my thirst I always need more than one—so I don't sweat it, I just grab another and another....! Everyone needs a Sippy Sip—or two! (Angela holds up the two bottles and hands them to Terence then closes the TV)
- T: (Looking over the new items, he picks up his new Boredom Buster and excitedly opens the package only to find a simple dollar store toy inside. Then he excitedly drinks his two Sippy Sips). A toy duck? Boredom Buster- whatever. Sippy Sip...but I'm still thirsty.
- A: (Enters room with her notebook in hand) Hey Terence, your mom said you were in here doing your homework.
- T: Oh yeah, of course, uh homework. (Looking kind of "caught" standing there holding the new toy and the Sippy bottles. He opens up his homework page and reads aloud) OK, let's see here, we're supposed to test our Earth Smart IQ.
- A: Oh yeah, your Earth Smart IQ. We learned about it in class. That's making smarter choices about taking care of the Earth.
- T: Well, question number one asks, "What is an advertisement". Hey, what does advertising have to do with making smart choices for the planet?
- A: I don't know but I guess we'll find out.
- T: Isn't advertising is just something on TV that tells you about the things you need. (Starts singing the jingle from one of the commercials)
- A: (slowly looking around the room, discovering with surprise) An advertisement isn't just on TV—look, there are advertisements all over this room! (Points out some of the items in the room) See that poster of Tiger Woods? He's wearing a Nike cap. And the Pirates poster happens to be brought to you by Disney—and he's drinking a cola. Even the video games have those big Z Box stickers on them....
- T: Whoa, you're right, advertisements really are all over the place—but they still tell you what you need, right?
- A: Do we really need all of the things we see ads for? I think the advertisers are just telling you what *they* want you to buy—
- T: Whether you need it or not—
- A: Exactly. You're telling me that you *need* one those (pointing to the shiny packaged item and the Sippy drink from the commercials)?
- T: I don't need *one*, apparently I need three or four (with sarcasm).
- A: Yeah, that's my point—they just want you to buy more and more stuff.
- T: (piecing it all together—discovery) And lots of that stuff is in cool looking packaging just to make us want it more. (Holding up the items as examples) I didn't even think if I needed what's inside the package--the commercial was so convincing.

- A:** (Referring to her homework book) Our homework says that kids like us see more than 20,000 TV commercials every year. That's about 55 commercials a day telling us what to buy.
- T:** I don't need 55 new things each day—that's definitely too much stuff— but I'm not supposed to buy anything at all?
- A:** No no, of course we need some stuff. But we don't have to buy everything we see just because an ad tells us to. Their job is to try to sell you stuff. Our job is to use our heads and think (pointing to Terence's temple while he mouths the words as she asks) "do I really need this? Do I really even want this?" (Referring to the Boredom Buster)
- T:** Well, maybe that's what advertising has to do with making smarter choices for the planet. If we buy things just because an ad tells us to then we'll fill up the planet with junk.
- A:** Totally. OK, what's the next question?
- T:** It says here "Pick a product that you saw advertised and explain how it is made. Caution: beware of packaging". (Sheepishly holding up the packaging)
- A:** How it is made? Beware of packaging? Doesn't some thing like this just get made and packaged at a factory or store? (Holding up toy and package again)
- T:** Well, sure the factory makes it, but the factory has to make it out of something. Let's check our assignment again. Is says "Beware of packaging—uncover the natural resources".
- A & T:** (Together) Natural resources...
- A:** A natural resource is something we get from nature and it's the source of all this stuff. Natural resources are things like (Terence gets the cut outs and asks the audience to say them aloud)... trees, water, metal and oil.
- T:** This means that all of the packaging that we use comes from natural resources like (asks audience to say them aloud again) trees, metal, oil and water. So the more packaging we use...
- A:** The more natural resources we use up from the Earth. And the Earth doesn't have a never-ending supply.
- T:** No wonder we have to be Earth Smart!
- A:** I bet it's easy to buy the things we need with less packaging. Let's go down to Mall Mart and find out.

Scene 2: Trip to Mall Mart

The actors spin the backdrop and the new side is the inside of an everything-store, like Fred Meyer (mostly groceries but some other items, like toys, as well). There are painted aisles of items with signs to buy things, specials advertised, etc.

T: Whoa...this whole place is full of packaging! Paper packaging-

A: Metal and foil packaging-

T: Plastic packaging—

A: Even glass packaging. This could be harder than I thought.

A: Let's split up and each go get the things we need. Then we'll compare our choices. (Positioned like a sword contest, in a French accent) I challenge you to a packaging comparison duel!

T: (In same accent) Challenge accepted--you're on. Meet you back here in 10 minutes!

(Both actors go back stage and Angela comes out the other side with a shopping cart that is partly full and ponders the cookie aisle.)

A: Hmm, the big bag or the little individual bags...

(From behind the stage we hear Terence in a funny monotone Utopia voice)

T: Attention shoppers, today for your shopping pleasure we have an in-store special on aisle 17. Munchables—get them while they're hot, get them quick before they're gone. Thank you for visiting the Mall Mart store.

(Terence comes out as a pushy sales lady/store product-rep with a Mall Mart apron, name tag, hair net and wig. He is pushing a roll-away cart with a #17 flag on it with an oversized Munchable product).

T: (accent) Well hello there. May I offer you a sample of today's in-store advertised special item? Our Munchables are so small you could eat three and still be hungry for lunch.

A: (Leaning in close to read the print) They're guaranteed to last for years with no refrigeration.

T: Normally priced at one dollar and 99 cents today we are practically giving them away for only one dollar and 95 cents.

A: (To the audience) Gosh, things really are advertised everywhere. Um, no thanks, I don't really need that. I was just going to buy some cookies in a bag and...

T: Cookies in a bag—well that's a crying shame! This Munchable comes with two cookies, a special compartment for frosting and its own teeny-tiny little plastic frosting spreader. It's all 100% disposable so you can just throw it all away when you're done! (In a loud whisper) And it has a picture of Harry Potter on it. This may even be the last one!

A: Special frosting spreader?--That's just a piece of plastic. No, I don't think I need that.

T: Fine, I'm sure I can find somebody who doesn't think so much. (As he is rolling the cart away he repeats her original ad) Today, our *advertised* special on aisle 17...

A: Alright, I got everything I needed. I'm definitely gonna win this packaging duel! (Sorting through her items until Terence can get back out onstage with his basket) I got my cereal, my cookies.... Hey Terence did you get everything you need?

T: I sure did. I got cereal--

A: Me too

T: I got some cookies--

A: Me too

T: I got something to drink--

A: Hey, so did I....

T: So how come it all looks so different?

A: Your basket is like twice as full!

A&T: Could it be...the PACKAGING??!!! En garde--let's compare.

A: This might be a good time for some help. Do we have any volunteers who want to help us...

(While Angela picks three volunteers Terence rolls out the waste-o-meter machine and changes into a mad scientists costume. The machine has some fun bells and whistles. The central focus of it is a scale-like measurer with one side saying MORE garbage and the other saying LESS garbage. After Angela picks the volunteers she gets into her costume)

T: Luckily this check out line has a Waste-O Meter to help us compare packages. It will help us figure out which packages waste *more* natural resources...

A: --And which waste *fewer* natural resources...

T: Which packages make *more* garbage...

A: -- And which make *less* garbage.

T: (Leaning over to ask Angela) Less garbage?

A: Ya, stuff to throw away-- extra packaging that we don't need.

T: Ah yes the WOM doesn't like extra packaging very much at all. It will let us know if we picked something that uses too much packaging.

T: Let's meet our first volunteer. What's your name? Zoe here is going to help us figure out which package makes MORE garbage and which makes LESS. We shall start with cereal packaging. (Angela holds up her big box and Terence holds up his little box). You can chose this itsy bitsy little box with 1 serving of cereal or-

A: This big box with like 23 servings.

T: Zoe, which of these cereal packages do you think will make LESS garbage and waste? (Zoe will probably point to the small box. Angela may make funny faces behind her and point to the big box trying to sway her decision). Let's ask the WOM and find out if she's right. WOM, does this little bitty box of cereal make more or less garbage and waste

(Puts the box onto the waste-o-meter. The arrow goes over to the side that says MORE and it makes a negative sound. Terence goes and wipes off forehead of a kid in the front row, as if he's been spit on).

A & T: (Together) Wa-wa-wa

A: It sure didn't like that little box. Let's try the bigger one. (Puts the big box onto the scale and the bells and whistles go off) I think it liked it! (Instruct the volunteer to do something fun- like a victory dance) This big box has 23 servings of cereal in it but the little box only has one. You'd need 23 of those little boxes to make the same amount of food that you have here in this one box! (As Angela is explaining this Terence hands the volunteer 16 little boxes of cereal all stacked up).

T: The *individual serving* box was smaller—but it hardly had any food in it so it made more packaging waste for each bowl of cereal.

A: It sounds like we should watch out for those individual servings. Let's try another. (Gets the next volunteer and picks up the juice from each basket)

A: Hello Rodney. This time we have to choose between drink packages. Terence chose these Capri Sun juice pouches and Angela chose this large bottle of juice. One of these makes much more garbage and waste when you are done. Rodney, which package do you think makes LESS garbage and waste? Let's see what the WOM says. WOM, does this big bottle of juice make more or less garbage and waste?

T: The WOM says that you've made the smart choice. You chose the package that makes less garbage when you're done with it! This bottle has 12 servings in it and doesn't have to be thrown into the trash can, it can be reused (A & T make "Oooh" sound) or recycled (make "Aah" sound). All 10 of those Capri Sun packages end up as trash. We're doing great, let's try one last one.

T: Hi there Trixie. Let's see what you think about these two choices. Terence picked this cool Munchable that the lady was selling—the advertisement has a picture of Harry Potter on it. It comes with its own frosting, a little spreader and two cookies! Angela just picked that big bag of cookies...

A: (Interrupting) Yeah, with like 80 cookies in it!

T: Ahum! Which package do you think makes /ess waste? (Put onto WOM- see result... If they choose the Munchable T & A say "wa wa wa") Let's try the other one. Fantastic! The WOM says you made the earth smart choice by picking the bigger bag with more food. (Pointing to the Munchable) All that trash for only two cookies! You'd need 14 packages of those to make the same amount of food as in the bigger bag-and you'd end up with 14 piles of trash!

A: The bigger bag has lots more food in it, makes less garbage when you're done—and even costs less money per serving!

T: Let's give our volunteers a big round of applause (volunteers sit back down).

- A:** *(Taking off the scientists costume and speaking to the audience)* The WOM is great, but we don't have one at the store to help us so it's a good thing that we learned to be our own smart shopper. Now we know that these individual packages waste more resources and make much more garbage than bigger packages. Let's quickly review a few more and see if all of you can be your own WOMs. I'll give you two packages to choose from.
- T:** When you see the one that makes the *most* garbage and waste I want you to say "hisssss" and put your thumbs down *(maybe silent thumbs down, depending on the group)* and when she holds up the choice that makes less garbage and waste I want you to say "ka-ching" and put your thumbs up.
- A:** *(Angela will pick two different items from the baskets at a time. She'll hold them both and quickly describe each. She'll throw the ka-ching ones into the air for Terence to catch with his canvas shopping bag. She'll say something like...)* Here are two packages of chips. This one comes in 8 different plastic compartments... this one is all in one container. Here we have erasers for school. These are each in their own package... these came all together....
- T:** *(Holding up his shopping bag of ka-ching items)* From now on, I can choose to only get what I really need—and so you can you. Not your sister, not your brother, not your best friend—YOU can make the smart choice -
- A:** And that means thinking about what's inside—not just the fancy package with advertising all over it--
- T:** Why? So that the packages you do get are the ones that use fewer resources and make less *garbage*.
- A:** I get it about not wasting natural resources like trees and water, but we keep talking about garbage... what's this bid deal about garbage? *(Holding up the "hissss" items left over that are non-recyclable over-packaged)* I mean, where does all this packaging actually go after it's used up?
- T:** Well just look at all this stuff *(pointing to cart of the hisss items)* I think that lot's of it is considered disposable.
- A & T:** *(Together)* Disposable? Dun, dun dun...gasp.
- A:** Considered disposable-- so people just throw it away....
- T:** Exactly— but there is no away. The more garbage we make the more we- and the Earth-- have to live with. I heard of this place called the landfill. *(Haunted house voice)* Natural resources go in but they never come out again...
- A:** The landfill? A place where the land is filled with garbage? I gotta see this for myself. C'mon, I heard there's one right here in King County.

Scene 3: Trip to the landfill

The backdrop rotates again to a landfill. Up front there is a small pile area in which you can identify specific items that were being compared at the store in the last scene.

- A:** Whoa, this is where our trash in King County goes when we throw it away?
- T:** Yeah, I guess so.
- A:** And this is just a little part of it. This place goes on for more than 400 acres—that's like more than 400 football fields. I bet that this is where animals used to live too.
- T:** And these things are all over the country. Even when they cover this over with dirt and grass, the inside will still just be filled with garbage-- like a giant garbage lasagna.
- (Terence wanders off to the back as if he is exploring. T changes into bottle costume)*
- A:** We take natural resources *out* of the Earth and we put them *back* in the Earth as garbage. Maybe people wouldn't throw so much away if they knew where it was going. *(Angela is walking around looking at everything and bumps into the life sized bottle. Surprised she asks)* Hi who are you?

T: (*Drooping posture—with a sad/depressed voice*) I'm Gino the junkyard plastic bottle.

A: What's the matter Gino?

T: What's the matter? I'm so bored. Some kid drank me in 30 seconds and then just threw me in the trash so I ended up here...lonely at the landfill, sent to Siberia, gobbled by the garbage.... I've been sitting here for years and I'll be here for hundreds more. I couldda been somebody!

A: Been somebody? But you're just a plastic bottle.

T: But I could been so much more. Like the rest of my six pack-- after folks drank them they did the smart thing and put em into the recycle bin. Now my nephew Fleecy he's snowboarding on Mount Baker, and Aunt Poly is soaring over the Bellevue downtown park, Uncle Vito he's sitting pretty on the floor of the Ritz Carlton right now (*Acting out each action as it is described*).

A: Hold on, how can your nephew go snowboarding and your aunt be in some park-- they were just plastic bottles.

T: Just plastic bottles? Don't you know what they do at the recycle center? They turn plastic bottles like me into all sorts of new stuff, like fleece jackets, park benches, and even classy new carpet. (*Holding up examples of each thing*) But not me, nooo, they had to throw me in the trash can and send me here. Americans throw away 2.5 million plastic bottles every hour.

A: Nowhere to go, no one to ever use them again.

T: (*muttering as he walks away*) Nowhere to go, lost at the landfill. At least it's better than my cousin Louie. Some guy tossed him outta his car and now he's stuck in a swamp somewhere forever. Louie's gonna sit there in that swamp for hundreds of years. Nothing's worse than being littered...

A: (*Looking around*) I bet there's lots of stuff here that could have been recycled and made into other things. (*Starts to pick up items*) Like this paper, it can be used to make new paper. Or this pop can be made into another perfectly good soda pop can. Or even this glass bottle can be crushed down and made into another glass container...I mean a lot of this stuff really doesn't have to be sitting here at all. Hey Terence, look at all this stuff I found that can be reused or recycled.

T: (*Coming back out from backstage with a pile of Boredom Buster and Sippy Sip wrapping from the commercials in the beginning*) Look at all this stuff I found that WASN'T reused or recycled. It's all just disposable packaging.

A & T: Disposable? Dun, dun, dun—gasp!

T: Man, I can't believe I was going to buy *three* just because I saw an ad for it on TV. And now here it is in the landfill. From now on, you know what I'm gonna do? I'm gonna be Earth smart and reduce my use. (*Singing*) reduce my use reduce my use..

A: (*Chimes in singing with hand motions*) And I'll recycle and reuse...

T: Hey, how are we going to get this message out to everyone?

A: We have to tell them to stop and rethink.

T & A: (*to the tune of Stop in the Name of Love*) Stop and rethink the situation. Think it over. Think it over.

T: Rethinking means making smarter choices about what you really need and what you're going to do with it when you're done. You can make a big difference just by telling your friends and families.

A: (*Speaking directly to the audience*) You can be an example for others when you make your smart choices. It's like your own personal advertisement—you tell someone...

T: And they tell someone...

A: And they tell someone.... It's easy to spread the word. Look at this trash can, it's got stuff that doesn't belong here at the landfill.

T: I bet we can rethink where some of this stuff belongs. Does anyone in the audience think they can help us sort this stuff into the proper places? (picks 4 volunteers while Angela drags out a recycle bin and a reuse box and places them next to the trash can. The trash can is filled with the packages that they compared at the store—cardboard cereal boxes, plastic bottle, Capri sun, cookie box and Munchable, etc. The volunteers help put each thing into the right place).

A/T: There are three different places that this stuff can go. Your job is to tell us where it really belongs. You'll tell us if it's reusable, recyclable or trash. (Pulling the first item out of the trash) What's your name? Ok audience, we'll help ask Joey the question and he'll give us the answer..

T: (Encouraging the audience to say each aloud with him) Joey, is this reusable, recyclable, or trash? (The volunteer chooses and if they pick Reusable then they must say what it can be reused for.)

T: Has anyone heard of the word Contamination? Say that word with me (Audience repeats the word). Contamination is when something gets into your recycling that doesn't belong in there (Terence demonstrates by picking out a half filled bottle of Gatorade). What's wrong with this picture? Can we recycle this? That's right, we need to pour out the juice and throw away the cap before it can go into the recycle bin. How about this? (Pulling out a paper towel and pretending to blow his nose in it). That's right, paper towels and tissues never go into the recycling. Contamination can ruin a perfectly good batch of recyclables, so if you're not sure if it's recyclable then ask a friend or a grown up. And...

A & T: When in doubt—throw it out. Only recycle what you are SURE can be recycled.

T: Thanks for keeping so much of this stuff out of the landfill you guys. Let's give our volunteers another round of applause. (Volunteers seated)

A: Let's head back home to finish up our Earth Smart IQ homework.

Scene 4: Every Person Has an Earth Footprint

The back drop spins back to the den room.

T: We learned a lot today. I learned that those commercials were trying to sell me stuff I didn't need.

A: And I learned at the store to choose smarter packaging.

T: And I learned at the landfill that a lot of that stuff there could have been reused or recycled.

A: Man, we're going to ace our homework. Let's see what our last Earth Smart IQ question... "How big is your Earth footprint?"

T: Your Earth footprint? Earth footprint... (Looking at the bottom of his foot for clues)

A: (Pointing to the Footprint prop on the ground) Uh Terence, What is that?

T: (Picking it up) Whoa, that must be an Earth footprint.

A: But shouldn't your footprint be on the bottom of your foot?

T: I guess this is a different kind of footprint-- an *Earth Footprint*. It helps me to think about how my choices affect the planet. .

A: This shows the mark that *you* make on the Earth

T: You know how when you walk in the sand, your foot leaves behind a print that you can see? Well you may not always see the print that you're leaving behind on the whole planet, but it's there.

A: Ah, and it represents of all the stuff we buy and use, and the garbage we make. So the homework question was "How *big* is your footprint?"

T: Some people have really big footprints because they use and waste a lot. Let's look at this footprint—and see why it's so big. Hey grab some of that stuff we learned about earlier at the Mall Mart store. Your

footprint can get really big if you buy lots of stuff you *don't need*. And I don't care if you saw a cool commercial for it.

- A: (Holding up the small cereal) Remember how the WOM didn't like these *individual* size boxes of cereal (holding up the 23 little boxes next to the Earth Footprint)? It said that the bigger box is less garbage and waste per serving. Bigger footprint, smaller footprint, bigger footprint, smaller smaller (holding individual boxes next to big footprint, and big box next to smaller footprint).
- T: We all make some print on the earth—but look at how much smaller this is—there's so much more room left on the planet for other living things like plants and animals.
- A: And speaking of big footprints, remember when we were at the landfill and we found lots of stuff there that didn't belong?
- T: (In Gino voice "channeled" through the small bottle) What a waste of perfectly good resources. I couldda been somebody.... I bet Gino here can tell me a choice that would make my footprint smaller. (Giving the bottle a high five) Yes, recycling or reusing the bottle! Let's hear it for Gino, he just earned himself a trip to the recycling bin! (Placing the bottle into the recycle bin).
- A: Littering can give you a big footprint too. Did you know that every year in Washington state people litter 22 million tons of trash?
- T: And who wants to see stuff all over the ground? (In a "motherly" scolding tone) Mother Nature has enough to worry about without finding litter like candy wrappers and chip bags in her habitat. For shame!
- A: How can we keep our litter footprint smaller? It's easy-- by keeping litter in its place—the garbage can or the recycle bin.
- T: Shopping, making garbage, littering, these are just a few of the things that determine the size of your Earth footprint.
- A: There are other things that make our footprints bigger too.
- T: Like using too much water and electricity.
- A: Or making lots of pollution with our cars.
- T: (Pretending to cough and gag from the pollution) These are all things that we can *choose* to do or not, but with 1.5 million of us right here in King County why not choose to make a smaller footprint?
- A: I can choose to have a small footprint.
- T: So can I. In fact, every one of you in this room can make smarter choices to reduce the size of your Earth footprint.
- A: All we need to do is practice making smart choices. Hey everybody, I think it's time for...
- T: Earth Smart Jeopardy Challenge.

While Angela picks 4 volunteers Terence rolls out the game show props. Angela then gets into her costume. The game show has a large Jeopardy board, a buzzer box for the contestants, a cart that has different choices, game show costumes, etc. The contestants will get fun prize that will relate to a footprint analogy.)

Round 1

- A: (Welcomes the volunteers, asks their names and explains the rules. Terence will be wheeling out the cart next to the Jeopardy board) Welcome to the Earth Smart Jeopardy challenge! My name is Edie Flambe and this is my talented assistant Brent Smiley! Our contestants here are ready to test their Earth Smarts. Let's review our categories.... We've got Advertising, Packaging, R words, and Litter. Contestants, after you have selected your category we will read the question aloud and Brent will give you some choices for the answers. When you know the answer you can press your buzzer.

Volunteer: I'll take Packaging for 100 please. (Note: the order of categories that the volunteers pick does not matter. It will be different each time and the actors can read for official looking cue cards).

A: Sally has chosen packaging for 100! (Pull the 100 tag off and read the back) It's after school and you're in need of a snack...

T: Option 1: You pick raisins in a bag, with little boxes inside the bag, and raisins inside the boxes inside the bag. Option 2: You grab your big bag of raisins and put a handful into a bowl, a reusable container like this, or straight into your hand (caution: please check the manual for hand washing instruction). Or, option 3: You pick the small sized boxes. They are individually packed, but such a clever and convenient size. Correctomundo—the raisins in the bigger bag.! That's right contestant—the big bag is the choice that will make less waste because you get ### servings all in one bag.

A: Nice work avoiding the individual packages. You made your footprint smaller and earned your Earth Smart ____ (a prize costume will be put on the volunteer).

Volunteer: I'll take Packaging for 200 please

A: It's back to school time and you need some supplies so you buy pencils...

T: Option 1: You get two pencils—wrapped their own special plastic and cardboard package. Option 2: You get a cardboard box of 10 because hey, they're all friends! Option 3: You get your pencils with no package at all and just plunk them right into your school supplies pouch. Fantastic choice--That's right, option #3 had no packaging at all.

A: Your footprint is shrinking as we speak. You've earned your Earth Smart ____.

Round 2

A: Our next contestant hails from...

Volunteer: I'll take Advertising for 100 please.

A: Imagine you're in the kitchen and you spill some punch on the floor.

T: Option number 1: You buy (picks up a cut out of a TV and puts his face inside and speaks in a "commercial" voice) the new handy, quickie, disposable spill picker upper, it mops your floor it cleans your room it may even make you better at dodge-ball. Or options number 2: You grab the nearest paper towels and tear off five sheets. They sure are absorbent! Option 3: You race to the kitchen sink and you pick up... a sponge (Sponge Bon song?). Correctomundo! That sponge is REUSABLE ("Aaaaah"). You picked the choice that will make less waste because you just wash, ring and...use again!

A: Congratulations! You didn't pick something just because an ad told you to. You made the earth smart choice and reduced the size of your footprint!

Volunteer: I'll take Advertising for 200 please.

A: You just finished gym class and you're thirsty as can be...

T: Option 1: You grab your reusable water bottle and head to the nearest sink. When you're done you throw it into your backpack. Option 2: You buy bottled water because it is so convenient and you can recycle the bottle when you're done. Option 3: (Grab the TV screen again) Remember each Sippy Sip comes in it's own fashion color. They're soooo cute!"

Correctomundo! The water bottle was made to be reused (Ahhhh). Nothing even has to be recycled when you can use it over and over again.

A: Congratulations! You didn't buy the Sippy Sip just because the ad told you to. You made the Earth Smart choice and reduced the size of your footprint. (Give volunteer the prize)

Round 3 (Terence and Angela switch places)

T: Our newest contestant comes to us from....

Volunteer: I'd like R Words for 100 please

T: You are packing your lunch for school ...

A: Option 1: You pack your favorite food into reusable containers, and toss it into your hip new lunch box. Option 2: You wrap your yummy sandwich with plastic wrap and tin foil—just so nothing leaks out! You toss it into a recyclable paper lunch sack. Option 3: You grab a Lunchable. It is so quick and easy. Correctomundo! Packaging your own food into something reusable makes the least garbage and waste. Those Lunchables sure are cute but by the end of the week you're left with 5 piles of trash that are off to the landfill. The reusable container and lunch box can be used over and over again.

T: Remember it's YOUR responsibility to help your parents—you have the power to be a smart shopper. Congratulations—you made the Earth Smart choice and reduced the size of your footprint.

Volunteer: I'll take R Words for 200 please.

T: It's spring cleaning time and you are cleaning out your classroom desk when you find a half filled juice bottle. You...

A: Option 1: You dump the whole thing into the trash can. Good riddance. Option 2: You take it to the recycle bin. Option 3: You take the cap off, dump out the juice, and then put it into the recycling. Correctomundo! Get rid of the cap and the juice and then it can be recycled.

Round 4: Litter

Volunteer: I'll take litter for 100 please.

T: You are on a school field trip and you notice that your friend's granola bar wrapper has blown onto the ground.

A: Option 1: You pick it up and toss it into the near by recycling bin. Option 2: You ignore it—I mean it wasn't your litter so why should you have to pick it up? Option 3: You pick it up and throw it into the trash can—all the way on the other side of the table. Correctomundo! The trash can is the proper place for that litter—you are correct that a granola bar wrapper can not be recycled and it belongs in the garbage can.

T: Way to make the earth smart choice!

Volunteer: I'll take litter for 200 please.

T: You're mom is driving you to school and you are finishing up your apple.

A: Option 1: You toss the core out of the car window into the near by bushes. Option 2: you put it into the garbage bag in the car (or save it for the worm bin or compost at home). Option 3: you drop it into your paper bag and put the whole thing into the recycle bin at school. Correctomundo! An apple core belongs in the garbage or the compost bin! Throwing it into the bushes is littering—even if it is food. And we all know that food doesn't belong in the recycle bin, that's contamination.

A: Congratulations on making the earth smart choice. Let's give all of our contestants' one final hand.
(Volunteers sit down)

T: You all helped us all to reduce the size of our Earth footprints by making Earth smart choices.

T: And for those of you that didn't come up here today it's still your job to go home and teach your families to....

A&T: reduce reuse recycle and rethink. Can everyone join us in this dance? (Walk audience through the dance twice)